REMARKS

Reconsideration and allowance of the above-referenced application are respectfully requested.

Claim 9 stands rejected under 35 USC 112, first paragraph, as allegedly being indefinite. In response, the first "recipient" is changed to more properly read "first server" in claim 9.

Claims 1, 9, 17, 21, 16 and 19 stand rejected under 35 USC 112, first paragraph, as allegedly failing to comply with the written description requirement. This contention is respectfully traversed, and for reasons set forth herein, the originally-filed specification does in fact support these claimed limitations.

Claim 1 is objected to under 35 USC 112, based on its recitation of "using variable information from said results without using format information from said results to form raw information". This contention is respectfully traversed. Note that there are a number of different embodiments disclosed in the specification. For example, pages 4 and 5 describe an embodiment for an online website, and page 8 begins describing an embodiment for a bank. Paragraph 26 on page 6 of the originally filed specification describes how numbers in text form are sent to the pager. Specifically, "this list again in text form is sent as the body of an e-mail to the e-mail pager at 230...". Note that the first embodiment describes text information being sent back. See paragraph 26 on page 6 of the original filed specification that describes how numbers in text form are sent to the pager.

Turning to the second embodiment, page 9, paragraph 39 describes how the information that is sent back is text information, sent in a specified form. However, if the receiving device has more information, the information may be sent in XML form. For these embodiments, paragraph 40 describes how templates may be stored, and one of the templates on paragraph 40 describes "your balance is xxx of which yyy is available balance". The variables in these templates may be filled in from the information obtained from the Internet site". Paragraph 41 explains, therefore that the system "obtains the raw information and formats it according to a template".

Since an embodiment of this information is text information, this text information has no formatting information. The formatting information is obtained from the template, as explained herein. While the specification does not specifically use the words "without using formatting information from said results", the specification clearly describes this action, without using these exact words. However, in order to avoid any interpretation that formatting information is *necessarily* received from the results but unused, this term has been removed. More specifically, the variable information is now recited as being used without using the format information to form the raw information.

Note also, moreover, the embodiment corresponding to figure 5, which shows obtaining text 511 from the one webpage, and obtaining other information (a picture of the day) from another

webpage, and combining those parts to form a composite webpage 520 without the formatting information from either of the webpages.

Claims 9, 17 and 21 are also supported. Paragraph 37 of the specification, on page 8, describes how bank information is accessed "by the service accessing the webpage associated with the bank". Paragraph 39 describes how the HTML form received from this querying, that is the returned webpage from the bank, is re-formatted, e.g., into text form.

Therefore, returning to the language of claim 9, the formatted display includes only the variable portions from the information and does not include the other portions that are always constant. See the subject matter of paragraphs 37-39, which describes HTML webpages being received. These HTML webpages includes various HTML formatting information, things like the bank name, and the colors and logos, many things other than the variable content. However, the important part for the subject matter of claim 9 is actually the "variable information", in the embodiment, the bank balance for example. The specification clearly explains that HTML pages are returned, but only the variable parts from that HTML pages are used.

Therefore, claim 9 is wholly supported for these reasons. Claims 17 and 21 are similarly supported for analogous reasons.

Claims 16 and 19 stand rejected under 35 USC 112 as allegedly being indefinite. The previous subject matter from claim 16 has now been incorporated into claim 9, and claim 16 is

substantially changed. Claim 9 defines different templates for different websites.

Claim 19 defines that a first kind of request uses a first template that corresponds to that request, and a second request uses a second template different than the first template.

Paragraph 40 describes that there are different forms of templates, one for a bank; one for stocks and custom templates. In order to avoid the interpretation referred to above, the term "always" has been removed to obviate this interpretation.

Claims 1, 9, 17 and 21 stand rejected under 35 USC 112, second paragraph. With all due respect, this has been obviated by the arguments given above, and by the amendment of the claims in a way that more clearly describes the operation.

To summarize the above -- the specification clearly describes obtaining an HTML form, and using only the text parts from that form that represent the parts of the information that the user desires. For example, for a bank balance, the user only really wants the bank balance. The text indicating the bank balance is used in the disclosure. The claim states using "variables" without using "formats" and this is clearly disclosed within the specification.

Claims 1-3, 5-7, 13-14, 17-18, 20-21 and 23 stand rejected as allegedly being obvious over Brett in view of Steele. Many of the claims are amended herein, and as amended, it is respectfully suggested that these claims distinguish over this cited prior art.

Consider an interactive device that cannot directly access a server. For example, consider a text only pager, that wants to get information from an HTML webpage. The text only pager has no way of accessing the server – it cannot send HTML requests. According to claim 1, a request for information from that interactive device is sent to the first server. The first server uses information from that request to query a source of information in a second webpage and a third source of information in a third webpage(supported by figure 5). Results from querying that source of information are in a form that cannot be viewed on said interactive device. Using the example of a text based device, the result might be in HTML. The text based device cannot view the HTML, and hence, this embodiment would include results in a form that cannot be viewed on the interactive device.

Variable information from the results is then used without using the format information to form raw information. Using again the example of the text device, there is at least one value, a 'variable', within those results that varies. In the example of an auction, for example, the sale price may vary. In the embodiment of a bank balance, the bank balance may vary. This variable information is used to form raw information. Claim 1 then require storing at least one template; where the template includes a form that includes non-variable text information that stays constant and has open portions for the variable

information. Claim 1 defines using that raw information to fill
in the open portions and displaying it on the interactive device.
As described in the specification; again using the bank balance
example, this might say you have a bank balance of XXXX, where
XXXX is the variable part.

This claimed combination has the advantage, not recognized
by the prior art, of allowing a device communicates in one format
(for example a device that communicates in a text format) to
communicate with another server that uses a different format (for
example a server that communicates in HTML format).

The rejection rejected many of the claims over Brett in view
of Steele. Initially, many of the claims are amended herein
significantly, and as amended, obviate this rejection.

Brett does show an auction type system. Column 8 line 37 to
64 of Brett is alleged to show using variable information without
using format information. Brett describes how prices can be
automatically updated, and interactively used to update an HTML
file for display to participants, see column 8 lines 53-55.
However, this is a very kind of different system than that
defined by many of the current claims. In Brett, information
from one computer is inserted into an HTML file so that it can be
viewed by users. This is wholly different than claim 1, that
requires "an interactive device of a type that cannot access the
first server".

Moreover, claim 1 defines using that first server to access
a second source of information within a second Internet-based

webpage and a third source of information within a third Internet-based webpage. Even assuming that Steele shows exactly what the patent office says it shows (a first server contacting a second server) this hypothetical combination of Brett in view of Steele still does not make obvious the subject matter of claim 1.

First of all, there is nothing in the hypothetical combination of Brett in view of Steele that shows an interactive device that sends information in a format that can not access the first server. In fact, Brett contemplates a desktop computer accessing a webpage on the internet, that is dynamically updated. Nothing in Brett/Steele suggests an interactive device that sends in a format that can not access the first server as claimed.

Brett/Steele does not disclose or make obvious the claimed contacting multiple different sources of information, as claimed. Brett does not disclose contacting multiple different sources of information. In general, the combination defined by claim 1 is not disclosed by Brett in view of Steele.

Claim 2 has been rewritten into independent form, and defines similar subject matter. It defines using the raw information, obtained by sending a request to both of a first website and a second website, and using that in a template to provide information.

In discussing Brett, the rejection only discusses multiple kinds of requests sent to a <u>first server / webpage</u>, there is no disclosure or suggestion of getting information from multiple different sources as claimed. In fact, the undersigned can find

no suggestion of different requests sent to different servers or webpages in Brett.

Claim 5 defines that personal information is included within the sending. This further distinguishes over the cited prior art.

Claim 8 defines that the information is a bank balance. This claim should be allowable on its own merits as well as by virtue of its dependency. Even assuming that Rajan shows checking bank balances over the internet, it still does not show the other subject matter disclosed above.

Claim 9 defines subject matter that has similar advantages to those discussed above. Specifically, claim 9 defines a first request to a first website and a second request sent to the second website. Claim 9 also defines the specific templates being used for different results from different websites. Again this is not disclosed by the cited prior art.

Claim 17 defines that the request that is received from the first client is used to open plural Internet pages and to obtain results from opening those plural pages and use that to send formatted display information. Nothing in the prior art teaches, suggests or otherwise makes obvious this subject matter.

Claim 21 is not amended herewith. Claim 21 is very specific to the concept of sending a text message that is translated to an HTML request. Parameters within the HTML request are received, and converted back to text. This allows communicating between a text only device, for example, and an html server. Moreover,

this subject matter is not in any way taught or suggested or otherwise made obvious by the cited prior art, and hence this claim should be further allowable.

It is believed that all of the pending claims have been addressed in this paper. However, failure to address a specific rejection, issue or comment, does not signify agreement with or concession of that rejection, issue or comment. In addition, because the arguments made above are not intended to be exhaustive, there may be reasons for patentability of any or all pending claims (or other claims) that have not been expressed. Finally, nothing in this paper should be construed as an intent to concede any issue with regard to any claim, except as specifically stated in this paper, and the amendment of any claim does not necessarily signify concession of unpatentability of the claim prior to its amendment.

Please charge any unpaid fees due in connection with this response to Deposit Account No. 50-1387.

                                        Respectfully submitted,

Date: __3/21/08____   _____/Scott C Harris/_____
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